



**PURCHASING DEPARTMENT
INVITATION TO BID NO.
06ITB540002C-BL**

LANDFILL/TRANSFER DISPOSAL SERVICE

PUBLIC WORKS

BID DUE TIME AND DATE: December 28, 2005 at 11:00 A.M., Local Time

PURCHASING CONTACT: William Long at (404) 730-7660

E-MAIL: william.long@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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INVITATION TO BID LANDFIL/TRANSFER DISPOSAL SERVICE

SECTION 1

1.0 Purpose:

Fulton County is soliciting bids from qualified vendors to provide Landfill/Transfer Disposal Services for the Fulton County Public Works Department during a twelve (12) month calendar period.

1.1 Bid Document

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities”.

1.2 Term of Contract:

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for an option of one (1) additional twelve (12) month renewal period pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding. Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term “consumer price index” shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

1.3 No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

1.4 Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting William Long, Chief Assistant Purchasing Agent, william.long@co.fulton.ga.us, at (404) 730-7660, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

**Fulton County Purchasing Department
Attn: William Long
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-
Fax: (404) 893-6268
Reference Bid # 06ITB540002C-BL**

1.5 Bid Opening

Bids will be opened in public and read aloud on **December 28, 2005 at 11:00 A.M., local time** in the Fulton County Purchasing Department’s bid room, located at 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Bids received after 11:00 A.M., will be considered late and will be returned to the bidder unopened. Bidders may, at their discretion, attend the bid opening. **Bidders are to submit three (3) copies, one (1) originally signed and two (2) copies.**

1.6 Proposal Due Date

All Bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on **December 28, 2005** at 11:00 A.M., legal prevailing time. All submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bid received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum.

Bids shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal. ***The bid number must be clearly visible on all bid packages submitted.***

1.7 Delivery Requirements

Any bid received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Purchasing.

1.8 Basis of Award

The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "**Bid for 06ITB540002C-BL.**"

SECTION 2

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS LANDFIL/TRANSFER DISPOSAL SERVICE

2.0 The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid (“Bid”) must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separated sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County “ No Contact” Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the

Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

6. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
7. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
8. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
9. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
10. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
11. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
12. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
13. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
14. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and

characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact Equivalent: or "alternate". The factors to be considered are function, design, materials, construction, workmanship, workmanship finishes, operating features, overall quality, local services facilities, warranty terms and service and other relevant features of item(s) Bid.

15. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
16. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
17. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
18. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
19. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
20. As a successful Bidder providing any equipment which requires fitting and assembly the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.

21. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
22. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
23. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
24. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
25. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
26. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
27. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
28. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the

County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

29. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A 36-91-1 et seq) may withdrawn as follows:

Competitive sealed Bids (Bid) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

30. In the evaluation of the Bids, any award will be subject to the Bid being:

- A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
- B. Lowest cost to the County over projected useful life.
- C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

31. All bids and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
32. All bids and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
33. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
34. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
35. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
36. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

2.1 **Definition of Purchasing Terms**

Addenda - the plural of addendum.

Addendum - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

Advertisement - public notice inviting bids shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website @ www.co.fulton.ga.us , under "Bid Opportunities".

Amendment – a change, addition, alteration, correction or revision to a bid or proposal or contract document.

Award - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

Bid - the formal process allowing prospective vendors to compete for goods and services sought by the County.

Bid acceptance - the acceptance of bids delivered to the Purchasing Agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

Bid opening - the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. For RFP openings only the name of the proponents are read aloud.

Brand name or equal specification – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

Brand name specifications – means a specification limited to one or more items by manufacturer's names or catalogue numbers.

Collusion – a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

Collusive bidding – a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

County - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

Contractor - any person or entity having a contract with the County.

Days - “Days” shall mean calendar days.

Debarment – the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Designee - an authorized representative of a person holding superior position of responsibility.

Invitation to bid (ITB) - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Inspection - an authorized representative of the County, or of the County’s architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

May - denotes permissive.

Offer - a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

Offeror – a person making an offer.

Procurement - buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Purchasing Agent - the Director of the Fulton County Department of Purchasing the principal purchasing official for the County.

Responsible bidder or responsible offeror – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Scope of work - means the work that is required by the contract documents.

Shall - denotes imperative.

Solicitation - an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the County for the purpose of soliciting bids or bids to perform a County contract.

Specifications – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

2.2 Clarification and Interpretations

Bidders may submit requests for clarifications or interpretations regarding this ITB. Bidders must prepare such requests in writing for the County's consideration as set forth in this section of this ITB. While the County has not placed an initial limitation on the number of requests which can be submitted, Bidders are cautioned that if Bidders do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **December 20, 2005, 5:00 PM** local prevailing time. Bidders are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the bidder of any obligations or conditions required by this ITB.

Request for clarification or interpretation regarding this ITB shall only be submitted in writing (letter, fax or email) to:

William Long, Chief, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-6268
william.long@co.fulton.ga.us

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this ITB to all persons registered with the County to have received a copy of the ITB.

No oral interpretation, instruction, or information concerning this ITB given by any employee or agent of the County shall be binding on the County. Bidders who submit a bid in reliance on any such oral information risk having their response to this ITB deemed non-responsive by the County. Only written responses issued by addendum to this ITB should be considered by the bidders.

During the period provided for the preparation of bids, the County may issue addenda to this ITB. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this ITB. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. these addenda will be issued by, or on behalf of, the County and will constitute a part of this ITB. Each bidder is required to acknowledge by submitting an executed acknowledgment form included with this bid. This acknowledgment shall include all addenda distributed prior to the bid submission date. All responses to this ITB shall be prepared with full consideration of the addenda issued prior to the bid submission date.

2.3 Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it

informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

2.4 Disqualification of Bidders

The submission of more than one (1) bid to the County as the primary Bidder or member of a joint venture for the same bid by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a bidder and the rejection of the bid.

2.5 Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

2.6 Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

2.7 Termination

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

2.8 Indemnification and Hold Harmless Agreement

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's

directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreements.

2.9 Irrevocable Offer

No bid may be modified, withdrawn, or cancelled by the bidder for ninety (90) days following the date and time designated for receipt of bids, and each bidder so agrees in submitting its bid. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided that it is then fully in conformance with these Instructions to Bidders.

2.10 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 5 of this RFP.

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

3.1 Introduction

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Bidder must sign the Bid Forms. Bidders should reproduce each Bid Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Invitation to Bid Requirements

3.2 Procurement Affidavit Forms Description

The following paragraphs present an overview of each Procurement Affidavit Form required.

3.2.1 Certification Regarding Debarment

Bidder shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

3.2.2 Non-Collusion Affidavit

The Bidder shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Bids developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Bid Form 2B which shall also be submitted with the bid.

3.2.3 Certificate of Acceptance of Invitation to Bid Requirements

Bidder shall complete and submit Form 3, which certifies that Bidder has read the solicitation including all addenda, exhibits, attachments and appendices.

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following SECTION 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this SECTION, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this SECTION if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and bids;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a subcontractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code SECTION 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. SECTION 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or bids by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR

ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code SECTION 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. SECTION 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or bids by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF INVITATION TO BID
REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda #_____ to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices #_____ to #_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

Phone: _____

(Affix Corporate Seal)

CONTRACT COMPLIANCE REQUIREMENTS**4.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS**

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

4.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D**– Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____)

Title

Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____
%

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____
%

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE _____ VALUE: _____
%

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title:_____

Firm or Corporate Name:_____

Address:_____

Telephone: ()_____

Fax Number: ()_____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____ Signature _____

Title _____ Title _____

Date _____ Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our
intent to

(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No._____

Project Name_____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business:_____

Street Address:_____

City/State/Zip:_____

County:_____

Nature of Business:_____

2) Name of Business:_____

Street Address:_____

City/State/Zip:_____

County:_____

Nature of Business:_____

3) Name of Business:_____

Street Address:_____

City/State/Zip:_____

County:_____

Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

OFFICE ADDRESS:_____

PRINCIPAL

OFFICE:

OFFICE PHONE:_____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses
.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____
14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u> <u>Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial</u> <u>Decisions</u>	<u>Supervision</u> <u>Field</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ **day of** _____, 20_____, **before me, appeared**

_____, **the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.**

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ _____

TOTAL AMOUNT REQUISITION TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
TOTALS						

Executed By: _____
(Signature) (Printed Name)

Section 5

SECTION I. INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT -	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT -	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE -	\$500,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence -	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-\$2,000,000
Products\Completed Operation	Aggregate Limit	-\$1,000,000
Personal and Advertising Injury	Limits	-\$1,000,000
Fire Damage	Limits	-\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE Combined Single Limits**

Each Occurrence	-	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. **PROFESSIONAL LIABILITY**

Each Occurrence - \$1,000,000
(Required if respondent providing quotation for professional services).

7. **FIDELITY BOND**

(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____SIGNATURE: _____

SECTION 6

SPECIFICATIONS

LANDFILL/TRANSFER STATION DISPOSAL SERVICE

GENERAL:

The following are the minimum acceptable requirements for furnishing the Department of Public Works with Landfill/Transfer Station Disposal Service clearly identified as “no exceptions”, items in the request for bid identified, described, or referenced by a brand name or trade name description, are intended to be descriptive, but not restrictive and are to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by Fulton County to meet its needs in all respects. If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of the bids and the determination as to equality of the products offered shall be the responsibility of the county.

Award of this bid shall be to one vendor. Award shall be based on compliance with these specifications, delivery period and being the lowest responsive bidder. This area must be completed for the bid to be acceptable. Bidders that check the “no” area are required to reference the page and the item number and state in detail the description including the manufacturer, model number of the alternate on a separate sheet. Bidders must complete, and turn in this package to be considered for award of the bid. Specifications in the manufacturer's format will be accepted in addition to this completed format.

All bidders are required to be manufacturer authorized distributors and regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the bidder is submitting a bid response.

The apparent silence of this specification, and any supplement thereto, as to details, or the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail. All items bid must be new. Used, rebuilt or refurbished items will not be considered or accepted.

The site(s) must be a Georgia environmental protection department municipal solid waste permitted landfill which accepts the following classes of waste:

Putrescible waste to include dead animals, construction/demolition waste, clearing and grubbing debris to include trees and tree trimmings, tires, white goods and furniture and illegal dumped items.

The successful bidder's landfill site must be located in Fulton County or within a twenty-five (25) mile radius of Alpharetta - 11575 Maxwell Rd, Bellwood - 1101 Jefferson street, and Stonewall - 5601 Stonewall Tell road operation centers with a staging/transfer area.

Required hours of operation for dumping are, but not limited to, the following:

Monday thru Friday 8:00 a.m. - 5:00 p.m.

Saturday 8:00 a.m. - 12:00 p.m.

SECTION 7

PRICING SHEET

Vendors must show pricing below for each category of waste

PRICING

Putrescible waste (things that are capable of decaying or rotting), to include:

(01) Dead animals price/ton \$_____ (01)

Location of Site: _____

(02) Construction/demolition price/cubic yard \$_____ (02)

Location of site: _____

(03) Clearing/grubbing debris price/ton/cu. yard \$_____ (03)

Location of site: _____

(04) Tires, price/ton \$_____ (04)

Location of site: _____

(05) White goods/furniture, price/ton \$_____ (05)

Location of site: _____

The successful vendor(s) **must** submit proof the site is approved by the Georgia environmental protection division.

The county may award a bid, in whole or in part to one or more vendors or reject all bids; technicalities may be waived, if it is in the best interest of the county to do so.

Insurance requirements:

Each vendor must submit written proof, from a licensed Georgia agent in a company licensed to write insurance in the state of Georgia and acceptable to Fulton County.

The insurance must be written by a licensed Georgia agent in a Company licensed to write insurance in the state of Georgia and acceptable to Fulton County.

The successful vendor must obtain and furnish to the county, after notice of award, but prior to the commencement of any work, certificates for insurance coverage in the following types and minimum amounts:

State of Georgia statutory workers' compensation with employer's liability coverage:

Bodily injury by accident - each accident: \$500,000

Bodily injury by disease - total limit: \$500,000

Bodily injury by disease - each employee: \$500,000

Commercial general liability in a combined single limit of 1,000,000 per occurrence; for bodily injury; personal injury and/or property damage. Completed operations in a limit of \$1,000,000.

Automobile liability in a combined single limit of \$1,000,000 per accident; for bodily injury and property damage for all owned, non-owned and hired vehicles used, if any, in the fulfillment of contract requirements.

When a separate contractor is added as a named insured in the property insurance policy, a certified copy of the policy shall be furnished to such separate contractor and all other parties having endorsement showing added coverage for the separate contractor as well as the increased amount of coverage reflecting the added separate contractor.

If by the terms of this insurance any mandatory deductibles are required, or if the contractor shall elect, with the concurrence of the owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the contractor shall be responsible for the payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insured to be covered by this policy, the separate contractors shall be responsible for payment of an appropriate part of any deductibles in the event claims are paid on their part of the project. The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. All interpretations of this specification will be made upon the basis of this statement, with Fulton county interpretation to prevail.

SECTION 8

SAMPLE CONTRACT AGREEMENT

SERVICES AGREEMENT

Article 1.	<u>CONTRACTOR/OWNER AGREEMENT</u>
Article 2.	<u>SEVERABILITY</u>
Article 3.	<u>DESCRIPTION OF PROJECT</u>
Article 4.	<u>SCOPE OF SERVICES</u>
Article 5.	<u>DELIVERABLES</u>
Article 6.	<u>SERVICES PROVIDED BY COUNTY</u>
Article 7.	<u>MODIFICATIONS</u>
Article 8.	<u>TIME OF PERFORMANCE</u>
Article 9.	<u>CONTRACT TERM</u>
Article 10.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
Article 11.	<u>PERSONNEL AND EQUIPMENT</u>
Article 12.	<u>SUSPENSION OF WORK</u>
Article 13.	<u>DISPUTES</u>
Article 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
Article 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
Article 16.	<u>WAIVER OF BREACH</u>
Article 17.	<u>INDEPENDENT CONTRACTOR</u>
Article 18.	<u>RESPONSIBILITY OF CONTRACTOR</u>
Article 19.	<u>COOPERATION WITH OTHER CONTRACTORS</u>
Article 20.	<u>ACCURACY OF WORK</u>
Article 21.	<u>REVIEW OF WORK</u>
Article 22.	<u>INDEMNIFICATION</u>
Article 23.	<u>CONFIDENTIALITY</u>
Article 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:</u>
Article 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
Article 26.	<u>INSURANCE</u>
Article 27.	<u>PROHIBITED INTEREST</u>
Article 28.	<u>SUBCONTRACTING</u>
Article 29.	<u>ASSIGNABILITY</u>
Article 30.	<u>ANTI-KICKBACK CLAUSE</u>
Article 31.	<u>AUDITS AND INSPECTORS</u>
Article 32.	<u>ACCOUNTING SYSTEM</u>
Article 33.	<u>VERBAL AGREEMENT</u>
Article 34.	<u>NOTICES</u>
Article 35.	<u>JURISDICTION</u>
Article 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
Article 37.	<u>FORCE MAJEURE</u>
Article 38.	<u>OPEN RECORDS ACT</u>
Exhibit A.	<u>DESCRIPTION OF PROJECT</u>
Exhibit B.	<u>SCOPE OF SERVICES</u>
Exhibit C.	<u>DELIVERABLES</u>
Exhibit D.	<u>COMPENSATION AND PAYMENT</u>
Exhibit E.	<u>ORGANIZATION/EXPERIENCE OF STAFF</u>

AGREEMENT
PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, is made and entered into this _____ day of _____, 2006, by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, hereinafter referred to as "**COUNTY**", and **VENDOR** to provide Solid Waste Collection Services in Georgia, hereinafter referred to as "**CONTRACTOR**":

WITNESSETH

WHEREAS, COUNTY through its Department of Public Works (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced firm to furnish services for: Yard Trimmings and Bulk Waste Material Collection Services, Special Event Clean-up and Eviction Debris Removal for unincorporated South Fulton County (hereinafter, referred to as the "COLLECTION SERVICES").

WHEREAS, CONTRACTOR has represented to COUNTY that it is experienced and has qualified and local staff available to commit to the COLLECTION SERVICES and COUNTY has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1. CONTRACTOR/OWNER AGREEMENT: COUNTY hereby engages CONTRACTOR, and CONTRACTOR, hereby agrees to perform the services hereinafter set forth. For purposes of this AGREEMENT, "CONTRACTOR" shall also include its agents, its employees, or any non-employee performing any work at CONTRACTOR'S request or direction that is connected in any way to the Scope of Services of this AGREEMENT. This AGREEMENT, RFP (hereinafter, "RFP"), including the exhibits, constitutes the entire AGREEMENT of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing, signed by the COUNTY and the CONTRACTOR'S duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners pursuant to Fulton County Policy 800-6.

ARTICLE 2. SEVERABILITY: If any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the AGREEMENT, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF COLLECTION SERVICES: COUNTY and CONTRACTOR agree to the PROJECT is as described in Section of the RFP. All sections of the ITB and exhibits referenced in this AGREEMENT are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

ARTICLE 4. SCOPE OF SERVICES: Unless modified in writing by both parties in the manner specified in the AGREEMENT, duties of CONTRACTOR shall not be construed to exceed those services specifically set forth herein. CONTRACTOR agrees to provide all services, products, and data and to perform all tasks described in the RFP.

ARTICLE 5. DELIVERABLES: CONTRACTOR shall deliver to COUNTY all reports, solid waste tonnage invoices, and other documents as required under the terms of this AGREEMENT.

ARTICLE 6. SERVICES PROVIDED BY COUNTY: CONTRACTOR shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the COLLECTION SERVICES. COUNTY will appoint in writing a COUNTY REPRESENTATIVE with respect to the work to be performed under this AGREEMENT, until such time as the COUNTY may give written notice of the appointment of a successor. The COUNTY REPRESENTATIVE shall have complete authority to transmit instructions to, and receive information from CONTRACTOR. CONTRACTOR may rely upon written consents and approvals signed by COUNTY'S REPRESENTATIVES to the extent authorized by laws and COUNTY policies.

ARTICLE 7. MODIFICATIONS: If during the course of performing the work, COUNTY and CONTRACTOR agree that it is necessary to make changes in the COLLECTION SERVICES as described herein and referenced exhibits, such changes will be incorporated in written amendments in the form of Change Orders to this AGREEMENT, pursuant to County Policy and Procedure 800-6. Any such Change Order shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

ARTICLE 8. TIME OF PERFORMANCE: CONTRACTOR shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONTRACTOR from COUNTY. The CONTRACTOR shall begin work under this AGREEMENT no later than five (5) days after the effective date of notification to proceed, with each work assignment completed in a timely fashion as required by the particular work assignment.

ARTICLE 9. CONTRACT TERM: The term of this AGREEMENT shall commence within the year of execution and continue for a total contract duration of 12 months.. The County reserves the right to renew the contract for a total of three (3) consecutive one-year periods, subject to the Board of Commissioners approval and the allocation of

funding for such successive calendar year, and satisfactory contractor's performance which is defined elsewhere in the contract. Non renewal of the AGREEMENT shall not result in a claim for payment or damages by CONTRACTOR, except that the CONTRACTOR shall be paid for actual services rendered through the date of termination.

ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES:

Compensation for work performed by CONTRACTOR on COLLECTION SERVICES shall be on the basis of standard billing rates shown in the RFP "PRICE BID". The maximum yearly amount payable by the COUNTY for the COLLECTION SERVICES shall not exceed \$709,320.00, which is full payment for a complete scope of services. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The CONTRACTOR may submit to the COUNTY, a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services that were completed during the preceding calendar month. The COUNTY shall review for approval of said invoices. The COUNTY shall have the right not to pay any invoice or part thereof, if not in the form agreed upon by the parties, if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY are reasonably in excess of the actual services rendered. The COUNTY shall pay the undisputed portions of an invoice, provided that the approval or payment of any such invoice shall not be considered a waiver of any rights of the COUNTY to recoup or back-charge for such payment upon further evidence that services were not performed per the terms of the AGREEMENT, and such payment shall not be considered to be acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay the undisputed items contained in such invoices. At a minimum, each invoice shall include a narrative describing the total work accomplished. CONTRACTOR agrees that the compensation provided within shall be full and final settlement of all claims arising against the COUNTY for work done, materials furnished, cost incurred or otherwise arising out of this AGREEMENT and shall release COUNTY from any and all further claims related to payment for services and materials furnished in connection with this AGREEMENT. COUNTY and CONTRACTOR agree that in the event any AGREEMENT provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said AGREEMENT provision shall control. Notwithstanding the foregoing, the COUNTY shall not be responsible, or liable for any late payment interest or penalty.

ARTICLE 11. PERSONNEL AND EQUIPMENT: CONTRACTOR shall identify in writing a REPRESENTATIVE who shall have sole authority to represent CONTRACTOR on all matters pertaining to this contract.

CONTRACTOR represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall

be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by CONTRACTOR under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on the COLLECTION SERVICES by CONTRACTOR. No changes or substitutions shall be permitted in CONTRACTOR'S key personnel or subcontractor as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or subcontractor during the course of this PROJECT shall constitute a cause for termination under the terms outlined in ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE of this AGREEMENT.

ARTICLE 12. SUSPENSION OF WORK: COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the Scope of Services, as same may be described, for such period of time as the COUNTY may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay resulting from such suspension.

ARTICLE 13. DISPUTES: Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by AGREEMENT shall be decided by the COUNTY REPRESENTATIVE. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the COUNTY REPRESENTATIVE shall be final and conclusive unless, within in 30 days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to the Director of Public Works a copy of a written appeal. The decision of the Director of Public Works for the determination of such appeal shall be final and conclusive. **Such final decision shall not be pleaded in any suit involving a question of fact under this Agreement, provided that any such decision is not fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal.** Pending any final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of the AGREEMENT and in accordance with the Director of Public Works' decision.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE: Either COUNTY or CONTRACTOR may terminate work in the event the other party fails to perform in accordance with the provisions of this AGREEMENT. Termination of this AGREEMENT is accomplished by 30 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid ITB without prior approval of COUNTY, shall constitute cause for termination. CONTRACTOR shall be entitled to

receive compensation for any satisfactory work completed on work as reasonably determined by COUNTY.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY:

Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONTRACTOR. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONTRACTOR will be paid compensation for those services actually performed to the satisfaction of the COUNTY. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. WAIVER OF BREACH: The waiver by either party of a breach or violation of any provision of this AGREEMENT, shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provisions thereof.

ARTICLE 17. INDEPENDENT CONTRACTOR: CONTRACTOR shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be constructed to be inconsistent with this relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONTRACTOR or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. RESPONSIBILITY OF CONTRACTOR: CONTRACTOR is employed to render a professional service only and any payments made to CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work.

ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS/CONSULTANTS: CONTRACTOR will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other contractors and consultants. CONTRACTOR shall fully cooperate with such other related CONTRACTOR'S and COUNTY employees or appointed committees. CONTRACTOR shall provide within his schedule of work, time and effort to coordinate with other CONTRACTOR'S under contract with COUNTY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

ARTICLE 20. ACCURACY OF WORK: CONTRACTOR shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONTRACTOR of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities.

ARTICLE 21. REVIEW OF WORK: Authorized representatives of COUNTY may at all reasonable times review and inspect work conducted under this AGREEMENT and

amendments thereto. COUNTY may request at any time and CONTRACTOR shall produce progress reports of any work as performed under this AGREEMENT. Refusal by CONTRACTOR to submit progress reports shall be cause for COUNTY, without any liability thereof, to withhold payment to CONTRACTOR until CONTRACTOR complies with COUNTY'S request in this regard.

ARTICLE 22. INDEMNIFICATION: CONTRACTOR agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, and costs of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent acts, errors, omissions or the willful or intentional acts of CONTRACTOR in the performance or its failure to perform the terms or requirements of the AGREEMENT, whether such injury, death, loss or damage results from any cause whatsoever. CONTRACTOR shall not indemnify, defend or hold harmless the COUNTY for the sole acts or omissions of employees, officers, or agents of the COUNTY. CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 23. CONFIDENTIALITY: CONTRACTOR agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by CONTRACTOR pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of Public Works.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.

It is further agreed that if any information concerning the COLLECTION SERVICES, its conduct results, or data gathered or processed should be released by CONTRACTOR

without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONTRACTOR, but should any such information be released by COUNTY or by CONTRACTOR with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION: CONTRACTOR agrees that Fulton County is the sole owner of all information, data, and materials (hereafter "Information") that are developed or prepared subject to this AGREEMENT. CONTRACTOR or any subcontractor is not allowed to use or sell such Information subject to this AGREEMENT for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of Public Works. All electronic files used on this PROJECT, which are by definition, any custom software developed by CONTRACTOR, or commercially available software procured by CONTRACTOR, pursuant to this AGREEMENT, (collectively, the "Software"), shall be turned over to the COUNTY for its use after termination hereof and CONTRACTOR shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by CONTRACTOR and registered in the name of the Director of the Department of Public Works, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which CONTRACTOR has pre-existing proprietary rights and/or has otherwise been licensed to CONTRACTOR prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. CONTRACTOR agrees to provide at no cost to COUNTY any upgrades to any Software on this COLLECTION SERVICES which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the COLLECTION SERVICES, except in the case of commercial Software licensed to the COUNTY or Director. Any Information developed for use on this COLLECTION SERVICES may be released as public domain information by the COUNTY at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an AGREEMENT or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONTRACTOR for the purpose of securing business and that CONTRACTOR has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE:

1. Workman's Compensation Insurance in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per

employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.

2. General Aggregate in an amount not less than Two Million Dollars (\$2,000,000)

3. General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

4. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.

5. All Insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the PROJECT is accepted by COUNTY. If CONTRACTOR receives notice of non-renewal or material adverse change of any of the above coverage's, CONTRACTOR will promptly advise COUNTY in writing. Failure of CONTRACTOR to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverage's terminates AGREEMENT as of the date that CONTRACTOR should have given notification to COUNTY. If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONTRACTOR, COUNTY will notify CONTRACTOR thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

CONTRACTOR will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONTRACTOR of his responsibility to provide insurance coverage as specified nor to relieve CONTRACTOR of his liability for any claims which might arise.

ARTICLE 27. PROHIBITED INTEREST:

1. Conflict of Interest: CONTRACTOR agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONTRACTOR further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

2. Interest of Public Officials: No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING: Except as identified in the RFP, Exhibit C entitled, - "Schedule of Intended Subcontractor Utilization," CONTRACTOR shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. ASSIGNABILITY: CONTRACTOR shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONTRACTOR without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this AGREEMENT without the COUNTY having to provide prior notice to the CONTRACTOR for the termination to be effective. Termination shall be effective at the time of the unconsented assignment. CONTRACTOR binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE: Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

ARTICLE 31. AUDITS AND INSPECTORS: At any time during normal business hours and as often as COUNTY may deem necessary, CONTRACTOR shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. CONTRACTOR'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONTRACTOR. To the extent COUNTY audits or examines such Information related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such Information without CONTRACTOR'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such Information outside the area covered by this AGREEMENT without the prior written consent of CONTRACTOR. CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the COLLECTION SERVICES and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. CONTRACTOR agrees that the provisions of this Article shall be included in any AGREEMENTS it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM: CONTRACTOR shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. CONTRACTOR must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT: No verbal AGREEMENT or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal AGREEMENT or conversation entitled CONTRACTOR to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental AGREEMENT, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Angela Parker, Director
Fulton County Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Notices to CONTRACTOR shall be addressed as follows:

ARTICLE 35. JURISDICTION: This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

Whenever reference is made in the AGREEMENT to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

Section 36.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, CONTRACTOR state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.3 CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE: Neither COUNTY nor CONTRACTOR shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONTRACTOR from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT: The Georgia Open Records Act, O. C.G.A. Section 50-18-70 et seq., applies to this AGREEMENT. The CONTRACTOR acknowledges that any documents or computerized data provided to the COUNTY by the CONTRACTOR may be subject to release to the public. The CONTRACTOR also acknowledges that documents and computerized data created or held by The CONTRACTOR in relation to the AGREEMENT may be subject to release to the public, to include documents turned over to the COUNTY. The CONTRACTOR shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The CONTRACTOR shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the CONTRACTOR. The CONTRACTOR shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

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WITNESS WHEREOF, each of the parties hereto has caused **AGREEMENT** to be executed and delivered on this, the _____ day of _____, 2006.

ATTEST:

Title: _____

Seal (Affix)

VENDOR:

By: _____

Title: _____

President

ATTEST:

Clerk of Commission

Commissioners

FULTON COUNTY, GEORGIA

By: _____

Karen Handel

Chairman, Board of

APPROVED AS TO FORM:

By: _____

Office of County Attorney

APPROVED AS TO CONTENT:

By: _____

Angela Parker

Director of Public Works